

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
Exceeding \$150,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

GEORGE GAMBLE AND
ROSITA GAMBLE, H/W
Plaintiffs

VS.

ALLSTATE NEW JERSEY PROPERTY
AND CASUALTY INSURANCE COMPANY
and
JOHN DOES 1-10

Defendants.

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:
CIVIL ACTION NO.
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:
JURY TRIAL DEMANDED

CIVIL ACTION COMPLAINT AND JURY DEMAND

I. PARTIES

1. Plaintiffs George Gamble and Rosita Gamble, h/w are adult individuals and citizens of the State of New Jersey, residing therein at 410 D Street Middlesex, NJ 08846.

2. Defendant, Allstate New Jersey Property and Casualty Insurance Company, was and is now a business entity, believed to be a corporation, duly organized and existing under the laws of the state of Illinois and authorized to conduct business and issue policies of insurance in the State of New Jersey, with corporate headquarters and principal place of business located at 2775 Sanders Road, Northbrook, IL 60062. Defendant is a citizen of Illinois for purposes of diversity jurisdiction.

3. Defendant, John Does 1-10, are the fictitious persons, corporations, or entities responsible for damages suffered by Plaintiffs.

II. JURISDICTION AND VENUE

4. Jurisdiction is conferred upon this Court by virtue of the parties' diversity of citizenship pursuant to 28 U.S.C. § 1332.

5. The amount in controversy in this action is in excess of seventy-five thousand (\$75,000.00) dollars, exclusive of costs and fees.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the within claims occurred within the District.

III. STATEMENT OF CLAIMS

7. At all times material herein, the Defendant Allstate New Jersey Property and Casualty Insurance Company acted by and through its agents, servants, employees, workmen and/or other representatives, who were, in turn, acting within the course and scope of their employment, agency and/or service for the same and under the direct control of the Defendant.

8. At all times material hereto, Plaintiff George Gamble was insured by Defendant Allstate New Jersey Property and Casualty Insurance Company under a policy of automobile insurance which provided for underinsured motorist benefits, policy number 939171644. A copy of the Declaration Pages for policy number 939171644 covering the date of the accident at issue in this matter are attached as Exhibit "A" and incorporated by reference.

9. On or about January 13, 2017, while the aforementioned policy was in full force and effect, Plaintiff George Gamble was the owner and operator of a certain 2003 Ford E150 motor vehicle, New Jersey license plate #B66FWC, which was travelling southbound on Route 202 Parkway in Warrington, Pennsylvania. A certain 2013 Nissan Altima motor vehicle, owned and/or operated by Jessica Sandoval, which was also travelling southbound on Route 202 Parkway, struck a 2012 Honda Civic, owned and/or operated by Thomas Reynolds Jr. which caused Mr. Reynold's vehicle to then strike Plaintiff's vehicle.

10. At the time of the aforementioned accident, the motor vehicle owned and/or operated by Jessica Sandoval was insured under a policy of automobile insurance issued by GEICO.

11. The aforementioned accident was caused solely by the negligence and carelessness of Jessica Sandoval and was not the result of the actions or inactions of the Plaintiff.

12. By reason of the aforesaid negligence and carelessness of Jessica Sandoval, Plaintiff George Gamble suffered severe and permanent injuries, including, but not limited to, , cervical sprain and strain, disc bulge at C5-6 and C6-7, disc herniation at C2-3, C3-4, and C4-5, cervical radiculopathy, lumbar sprain and strain, disc bulge at L5-S1 and disc herniation at L3-4 and L4-5, lumbar radiculopathy, and thoracic radiculopathy, as well as aches, pains, mental anxiety and anguish, and a severe shock to his entire nervous system. Plaintiff has in the past and will in the future undergo severe pain and suffering as a result of which he has in the past and will in the future be unable to engage in his usual activities, all to his great loss and detriment.

13. As a further result of the accident, the Plaintiff has or will be obliged to receive and undergo medical care and attention and to expend various sums of money and to incur various expenses for the injuries he suffered, and he may be obliged to continue to expend such sums or incur such expenditures for an indefinite period of time in the future.

14. As a further result of the accident, the Plaintiff has or may suffer a severe loss of his earnings and/or earning power, and he may incur such loss for an indefinite period of time in the future.

15. Further, by reason of the aforesaid accident, Plaintiff has and/or may hereinafter incur other financial expenses all in an effort to treat and cure himself of the injuries sustained in the aforesaid accident.

16. As a further result of the accident, Plaintiff has or may have suffered injuries resulting in the permanent loss of use of a bodily function, dismemberment, and/or scarring, which may be in full or part cosmetic disfigurements which are or may be permanent, irreparable and severe.

17. As a further result of the accident, Plaintiff, Rosita Gamble has suffered the loss of earnings, society, consortium and services of her husband, to which she is legally entitled, has been or will be obliged to expend various sums of money and to incur various expenses for the treatment of the injuries her husband has suffered, and may be obliged to continue to expend such sum or incur such expenditures for an indefinite period of time.

18. Plaintiffs settled the underlying claim with GEICO for the limit of Ms. Sandoval's insurance policy. The September 11, 2017 letter from Defendant Allstate confirming consent to settle is attached as Exhibit "B."

19. Notice of the aforesaid covered loss and Plaintiffs' intent to pursue underinsured motorist benefits was provided to Defendant Allstate New Jersey Property and Casualty Insurance Company in a prompt and timely manner by Plaintiffs and, at all times relevant hereto, Plaintiffs fully complied with all of the terms and conditions required by the policy.

20. Plaintiffs demand underinsured motorist benefits in the amount of the Policy limits.

21. Defendant Allstate New Jersey Property and Casualty Insurance Company, despite Plaintiffs' October 18, 2017 demand for underinsured motorist benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to the Plaintiffs monies owed for the injuries suffered as a result of the aforesaid loss. A copy of Plaintiffs' October 18, 2017 demand letter is attached as Exhibit "C".

22. As a result of the Defendant Allstate New Jersey Property and Casualty Insurance Company's failure and refusal to pay reasonable benefits to Plaintiffs as required under the Policy, Plaintiff has suffered losses and damages.

COUNT I
GEORGE GAMBLE v. ALLSTATE NEW JERSEY PROPERTY
AND CASUALTY INSURANCE COMPANY
BREACH OF CONTRACT - NEGLIGENCE

23. Plaintiffs hereby incorporate by reference paragraphs one (1) through twenty-two (22) of the within Complaint, as though the same were fully set forth at length herein.

24. Defendant Allstate New Jersey Property and Casualty Insurance Company has failed to promptly offer payment of the reasonable and fair value of the claim for underinsured motorist benefits for bodily injury to Plaintiff George Gamble.

25. Defendant has failed to reasonably investigate Plaintiff's claim such that a thorough and proper inquiry would have revealed that Plaintiff suffered serious and permanent injuries caused by the aforementioned accident described in this Complaint.

26. Defendant Allstate New Jersey Property and Casualty Insurance Company owes Plaintiff a fiduciary, contractual and statutory obligation to investigate, evaluate and negotiate Plaintiff's uninsured motorist claim in good faith and to arrive at a prompt and fair and equitable settlement.

27. For the reasons set forth above, Defendant Allstate New Jersey Property and Casualty Insurance Company has violated its obligations under the policy of insurance.

28. Defendant Allstate New Jersey Property and Casualty Insurance Company owes Plaintiff the policy limit in underinsured motorist benefits for bodily injury pursuant to the terms of the insurance policy which is the subject of this case and known to Defendant.

29. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's aforesaid loss, the Defendant has not paid to Plaintiff all of the policy benefits to which he is entitled under the policy.

30. Defendant's denial of coverage was made without a reasonable basis in fact.

31. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff, George Gamble, demands that the Court enter judgment in favor of Plaintiff and against Defendant, Allstate New Jersey Property and Casualty Insurance Company, and award compensatory damages in an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000.00), together with interest, costs and attorneys' fees as may be adequate, just and proper.

COUNT II
GEORGE GAMBLE v. JOHN DOES 1-10
BREACH OF CONTRACT

32. Plaintiffs incorporate herein by reference paragraphs one (1) through thirty-one (31) of this Complaint as if the same were set forth herein at length.

33. Defendants, John Does 1-10, are individuals or entities whose identities are not yet known to Plaintiff, but who, at all times relevant herein, issued to Plaintiff the aforesaid policy of underinsured motorist coverage, issued to the aforesaid third party a policy of auto insurance, or negligently operated, owned, and/or maintained the motor vehicle which directly and proximately caused Plaintiff's injuries as aforesaid.

34. Defendants have breached their insurance contract with Plaintiff, otherwise properly failed to pay Plaintiff monies owed under an insurance contract, and/or caused Plaintiff to sustain the serious and permanent injuries described herein as the direct and proximate result of their negligence.

WHEREFORE, Plaintiff, George Gamble, demands judgment against the Defendants, John Does 1-10, in the amount of his damages together with attorney's fees, interest and costs of suit.

COUNT III
ROSITA GAMBLE v. ALL DEFENDANTS
BREACH OF CONTRACT - LOSS OF CONSORTIUM

35. Plaintiffs hereby incorporate by reference paragraphs one (1) through thirty-four (34) of the within Complaint as though the same were fully set forth at length herein.

36. Defendant Allstate New Jersey Property and Casualty Insurance Company has failed to promptly offer payment of the reasonable and fair value of the claim for underinsured motorist benefits for Plaintiff's loss of consortium.

37. Defendant has failed to reasonably investigate Plaintiff's claim for loss of consortium such that a thorough and proper inquiry would have revealed that Plaintiff suffered a significant loss caused by the aforementioned accident described in this Complaint.

38. Defendant owes Plaintiff a fiduciary, contractual and statutory obligation to investigate, evaluate and negotiate Plaintiff's uninsured motorist claim in good faith and to arrive at a prompt and fair and equitable settlement.

39. For the reasons set forth above, Defendant Allstate New Jersey Property and Casualty Insurance Company has violated its obligations under the policy of insurance.

40. Defendant Allstate New Jersey Property and Casualty Insurance Company owes Plaintiff the policy limit in underinsured motorist benefits for loss of consortium pursuant to the terms of the insurance policy which is the subject of this case and known to Defendant.

41. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's aforesaid loss, the Defendant has not paid to Plaintiff all of the policy benefits to which he is entitled under the policy.

42. Defendant's denial of coverage was made without a reasonable basis in fact.

43. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff, Rosita Gamble, demands that the Court enter judgment in favor of Plaintiff and against Defendant, Allstate New Jersey Property and Casualty Insurance Company, and award compensatory and punitive damages in an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000.00), together with interest, costs and attorneys' fees as may be adequate, just and proper.

IV. JURY DEMAND

Plaintiffs demand a trial by jury on all claims.

SWARTZ CULLETON PC

Attorneys for Plaintiff

by: /s/ Maria K. McGinty-Ferris
Maria K. McGinty-Ferris, Esquire

DATED: February 5, 2018

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a trial by jury as to all issues.

SWARTZ CULLETON PC

Attorneys for Plaintiff

by: /s/ Maria K. McGinty-Ferris
Maria K. McGinty_Ferris, Esquire

DATED: February 5, 2018

NOTICE OF TRIAL COUNSEL

Please take notice that Maria K. McGinty-Ferris, Esq. is hereby designated as Trial Counsel in the above-captioned matter for the firm of Swartz Culleton PC, pursuant to R.4:25 et. seq.

SWARTZ CULLETON PC

Attorneys for Plaintiff

by: /s/ Maria K. McGinty-Ferris
Maria K. McGinty-Ferris, Esquire

DATED: February 5, 2018

CERTIFICATION

Pursuant to the requirements of Rule 4:5-1 (NOTICE OF OTHER ACTIONS), I, the undersigned, do hereby certify to the best of my knowledge, information and belief, that except as hereinafter indicated, the subject matter of the controversy referred to in the within pleading is not the subject of any other Cause of Action, pending in any other Court, or of a pending Arbitration Proceeding, nor is any other Cause of Action or Arbitration Proceeding contemplated;

1. OTHER ACTIONS PENDING?.....YES ____ NO X

A. If YES - Parties to other Pending Actions.

B. In my opinion, the following parties should be joined in the within pending Cause of Action.

2. OTHER ACTIONS CONTEMPLATED?.....YES ____ NO X

A. If YES - Parties contemplated to be joined, in other Causes of Action.

3. ARBITRATION PROCEEDINGS PENDING?.....YES ____ NO X

A. If YES - Parties to Arbitration Proceedings.

B. In my opinion, the following parties should be joined in the pending Arbitration Proceedings.

4. OTHER ARBITRATION PROCEEDINGS CONTEMPLATED?.....YES ____ NO X

A. If YES - Parties contemplated to be joined to Arbitration Proceedings.

In the event that during the pendency of the within Cause of Action, I shall become aware of any change as to any facts stated herein, I shall file an amended certification and serve a copy thereof on all other parties (or their attorneys) who have appeared in said Cause of Action.

SWARTZ CULLETON PC

Attorneys for Plaintiff

by: /s/ Maria K. McGinty-Ferris

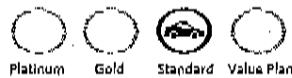
Maria K. McGinty-Ferris, Esquire

DATED: February 5, 2018

Exhibit A

Renewal auto policy declarations

Your policy effective date is November 29, 2016

**Allstate**

You're in good hands.

Page 1 of 10

Information as of October 20, 2016

Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2013 Acura Iix	19VDE1F57DE001096	\$618.56
2011 Infiniti G37	JN1CV6AR2BM350677	600.42
2011 Volkswagen Cc	WVWMP7AN4BE73251	1,031.78
2003 Ford Van Econoline	1FTRE14W63HB20968	677.15

If you pay in installments*	\$2,947.91
If you pay in full (includes FullPay® Discount)	\$2,821.53

*If you pay less than the Pay in Full amount, you will be charged an installment fee(s).

Total premium includes New Jersey Property - Liability Insurance Guaranty Association Surcharge of \$20.00

Discounts (included in your total premium)

Anti-theft	\$26.91	Passive Restraint	\$136.16
Antilock Brakes	\$228.21	Premier Plus	\$622.67
Allstate Easy Pay Plan	\$133.01	Good Payer	\$206.08
Future Effective Date	\$25.53	Preferred Package	\$454.80
Drivewise®	\$0.00	Good Student	\$65.99
Total discounts		\$1,899.36	

Discounts per vehicle

2013 Acura Iix		\$479.98	
Anti-theft	\$8.61	Passive Restraint	\$30.27
Antilock Brakes	\$43.59	Premier Plus	\$231.38
Allstate Easy Pay Plan	\$26.96	Good Payer	\$41.80
Future Effective Date	\$5.17	Preferred Package	\$92.20
Drivewise®	\$0.00		
2011 Infiniti G37		\$456.34	
Anti-theft	\$8.84	Passive Restraint	\$20.87
Antilock Brakes	\$43.86	Premier Plus	\$222.54
Allstate Easy Pay Plan	\$26.02	Good Payer	\$40.30
Future Effective Date	\$5.00	Preferred Package	\$88.91

(continued)

SummaryNamed Insured(s)
George and Rosita Gamble Tiffany GambleMailing address
**410 D Street
Middlesex NJ 08846-1706**Policy number
939 171 644Your policy provided by
Allstate New Jersey Property and Casualty Insurance CompanyPolicy period
Beginning **November 29, 2016** through
May 29, 2017 at 12:01 a.m. standard timeYour Allstate New Jersey agency is
Wayne A Douglas
1262 Stelton Road
Piscataway NJ 08854
(732) 985-0606
wdouglas@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Renewal auto policy declarations

Page 2 of 10

Policy number: **939 171 644**

Policy effective date: November 29, 2016

Discounts per vehicle (continued)**2011 Infiniti G37** **\$456.34**

Drivewise® \$0.00

2011 Volkswagen Cc **\$441.49**

Anti-theft \$9.46 Passive-Restraint \$47.32

Antilock Brakes \$84.53 Allstate Easy Pay \$48.71
PlanGood Payer \$75.47 Future Effective \$9.34
Date

Preferred Package \$166.66 Drivewise® \$0.00

2003 Ford Van Econoline **\$521.55**

Good Student \$65.99 Passive Restraint \$37.70

Antilock Brakes \$56.23 Premier Plus \$168.75

Allstate Easy Pay \$31.32 Good Payer \$48.51
PlanFuture Effective \$6.02 Preferred Package \$107.03
Date

Drivewise® \$0.00

Additional Factor Applied Your premium reflects an additional factor which results in the following additional premium:

Minor Violation \$157.21

▪ 2003 Ford Van Econoline



Total surcharges **\$157.21****Listed drivers on your policy**

George Gamble

Rosita Gamblé

Tiffany Gamble

Coverage detail for 2013 Acura Ilx

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$211.58
 Bodily Injury	\$100,000 each person \$300,000 each accident		
 Property Damage	\$50,000 each accident		
Basic Personal Injury Protection			\$90.48
Added Personal Injury Protection	Not purchased*		

(Please see the attached Supplement to Policy Declarations for complete coverage, limits and deductibles.)

(continued)

NJ010180

386 010 029
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16000008702742386N100016102023224700229506024036179

Renewal auto policy declarations

Policy number: **939 171 644**

Policy effective date: November 29, 2016

Page 3 of 10

**Allstate**
You're in good hands.

Coverage	Limits	Deductible	Premium
Uninsured Motorists Insurance			\$33.99
Bodily Injury	\$100,000 each person \$300,000 each accident	Not applicable	
Property Damage	\$50,000 each accident	\$500	
Auto Collision Insurance	Actual cash value	\$750	\$226.75
Auto Comprehensive Insurance	Actual cash value	\$100	\$55.76
Collision for Customizing Equipment	Not purchased*		
Comprehensive for Customizing Equipment	Not purchased*		
Rental Reimbursement	Not purchased*		
Towing and Labor Costs	Not purchased*		
Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2013 Acura Iix			\$618.56

** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.*

VIN 19VDE1F57DE001096

Lienholder
Valley National Bank**Rating information**

- Owns residence
- Your rate reflects that you are a homeowner.
- This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, married driver age 63

Coverage detail for 2011 Infiniti G37

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$197.53
Bodily Injury	\$100,000 each person \$300,000 each accident		
Property Damage	\$50,000 each accident		
Basic Personal Injury Protection			\$68.57
Added Personal Injury Protection	Not purchased*		
(Please see the attached Supplement to Policy Declarations for complete coverage, limits and deductibles.)			
Uninsured Motorists Insurance			\$33.99
Bodily Injury	\$100,000 each person \$300,000 each accident	Not applicable	
Property Damage	\$50,000 each accident	\$500	
Auto Collision Insurance	Actual cash value	\$750	\$243.29

(continued)

DUOT0038D







Renewal auto policy declarations

Page 4 of 10

Policy number: **939 171 644**

Policy effective date: November 29, 2016

Coverage	Limits	Deductible	Premium
 Auto Comprehensive Insurance	Actual cash value	\$100	\$57.04
Collision for Customizing Equipment	Not purchased*		
Comprehensive for Customizing Equipment	Not purchased*		
 Rental Reimbursement	Not purchased*		
 Towing and Labor Costs	Not purchased*		
 Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2011 Infiniti G37			\$600.42

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**








VIN JN1CV6AR2BM350677

Lienholder
Suntrust Bank

Rating information

- Owns residence
- Your rate reflects that you are a homeowner.
- This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, married driver age 58

Coverage detail for 2011 Volkswagen Cc

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$392.51
 Bodily Injury	\$100,000 each person \$300,000 each accident		
 Property Damage	\$50,000 each accident		
Basic Personal Injury Protection			\$130.29
Added Personal Injury Protection	Not purchased*		
(Please see the attached Supplement to Policy Declarations for complete coverage, limits and deductibles.)			
Uninsured Motorists Insurance			\$33.99
 Bodily Injury	\$100,000 each person \$300,000 each accident	Not applicable	
 Property Damage	\$50,000 each accident	\$500	
 Auto Collision Insurance	Actual cash value	\$750	\$414.32
 Auto Comprehensive Insurance	Actual cash value	\$100	\$60.67
Collision for Customizing Equipment	Not purchased*		
Comprehensive for Customizing Equipment	Not purchased*		
 Rental Reimbursement	Not purchased*		

(continued)

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Renewal auto policy declarations

Policy number: **939 171 644**

Policy effective date: November 29, 2016

Page 5 of 10

**Allstate.**
You're in good hands.

Coverage	Limits	Deductible	Premium
 Towing and Labor Costs	Not purchased*		
 Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2011 Volkswagen Cc			\$1,031.78










* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

VIN WVWMP7AN4BE73251

Rating information

- Owns residence
- Your rate reflects that you are a homeowner.

Coverage detail for 2003 Ford Van Econoline

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$528.90
 Bodily Injury	\$100,000 each person \$300,000 each accident		
 Property Damage	\$50,000 each accident		
Basic Personal Injury Protection			\$107.86
Added Personal Injury Protection	Not purchased*		
(Please see the attached Supplement to Policy Declarations for complete coverage, limits and deductibles.)			
Uninsured Motorists Insurance			\$33.99
 Bodily Injury	\$100,000 each person \$300,000 each accident	Not applicable	
 Property Damage	\$50,000 each accident	\$500	
 Auto Collision Insurance	Not purchased*		
 Auto Comprehensive Insurance	Not purchased*		
Collision for Customizing Equipment	Not purchased*		
Comprehensive for Customizing Equipment	Not purchased*		
 Rental Reimbursement	Not purchased*		
 Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
 Sound System	Not purchased*		

(continued)



Renewal auto policy declarations

Page 6 of 10

Policy number: **939 171 644**

Policy effective date: November 29, 2016

Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
Total premium for 2003 Ford Van Econoline			\$677.15

** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.*

VIN 1FTRE14W63HB20968

Rating information

- Owns residence
- Your rate reflects that you are a homeowner.
- This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, unmarried female age 24

Additional coverages

Coverage	Limits
Identity Theft Expenses	Not purchased*

** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.*

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate New Jersey Property and Casualty Insurance Company Auto Policy - ANA1-1
- Allstate New Jersey Property and Casualty Insurance company Automobile Amendatory Endorsement - ANA11-2
- Claim Satisfaction Guarantee Amendatory Endorsement - AP4878

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- It is time to renew your Allstate New Jersey policy. If no changes are made to your coverage before 11/29/16, the minimum amount due on or before 11/29/16 will be one-sixth (1/6) of your \$2,947.91 premium plus any outstanding balance from your current Allstate New Jersey policy and any applicable payment fee. In addition, your first payment may also include the New Jersey Property-Liability Insurance Guaranty Association Surcharge, if applicable. You can pay by mail once you receive the billing statement or, if you prefer to pay sooner, you can contact your agent, producer of record, or Allstate Customer Service at 1-800-ALLSTATE (1-800-255-7828). The first bill for your Allstate New Jersey policy will be sent approximately twenty days before your 11/29/16 due date.

If you receive a cancellation notice for failure to pay your Allstate New Jersey policy, please respond immediately to avoid any lapse in your Insurance Coverage. Failure to pay the required premium by the due date may impact the rating of your policy and may result in a higher down payment.

To ensure that your Automobile Insurance coverage continues without interruption, please pay at least the minimum amount due as indicated on your billing statements.

Exhibit B



Allstate

You're in good hands.

Bridgewater Central MCO
1130 ROUTE 22 EAST SUITE 250
BRIDGEWATER NJ 08807



SWARTZ CULLETON PC
30 S 17TH ST FL 17
PHILADELPHIA PA 191034005

September 11, 2017

INSURED: GEORGE GAMBLE
DATE OF LOSS: January 12, 2017
CLAIM NUMBER: 0443250360

PHONE NUMBER: 888-710-3483
FAX NUMBER: 866-275-8547
OFFICE HOURS: Mon - Fri 8:00 am - 4:45 pm

YOUR CLIENT(S): GEORGE GAMBLE

Dear Mr. Swartz,

We are in receipt of your Longworth letter dated 9/6/17, regarding the above referenced Underinsured Motorist Claim. Please be advised, I have been assigned to handle this file.

Please consider this letter as authorization to accept settlement on the underlying case, provided you have confirmed there are no other vehicles in your client's household. If there are any other automobile policies in your client's household, (adult children or other resident relatives), those carrier's must also be placed on notice of this UIM claim via "Longworth", before any monies are accepted. If other policies are developed, please secure policy language and limits, so that we may examine the policy language to determine if they are pro rata, excess, or primary, or provide no UIM coverage at all. If there is any other insurance coverage you or your client have not told us about, we will only be responsible for our pro rata or excess share of the total coverage that would have been available to your client, had we known other Underinsured Motorist coverage existed. Please also advise if the tortfeasor had additional liability coverage, including but not limited to any personal umbrella policies, prior to accepting settlement. Once the underlying case has been resolved, please forward a copy of the signed release, at your earliest convenience.

In the interim, please forward all of the medical specials pertaining to this loss, proof of the tortfeasor limits, as well as all discovery on the underlying matter. Please also advise if there are any outstanding liens &/or if you will be pursuing a claim for out of pocket medicals. If so, please provide additional documentation/bills for review. As you are aware however, PIP is secondary. Please also be advised, this letter is regarding Longworth only and makes no coverage references.

Thank you for your anticipated cooperation and courtesy in this matter. I can be reached at 908-595-2763.

Sincerely,

CAROL SORIANO

CAROL SORIANO
888-710-3483 Ext. 5952763
Allstate New Jersey Property & Casualty Insurance Company

Exhibit C

SWARTZ CULLETON PC

Christopher J. Culleton
Esquire

Brandon A. Swartz
Esquire

Todd M. Felzer
Esquire
Chairperson of the Workers
Compensation Department

Bryan M. Ferris
Esquire

Joseph P. Guzzardo
Esquire

Nicholas S. Jajko
Esquire

Matthew E. Gallagher
Esquire

Larissa K. Staszkiw
Esquire

Sarah R. Nayeem
Esquire

Maria K. McGinty-Ferris
Esquire

Please reply to:
547 E. Washington Avenue
Newtown, PA 18940

Phone: 215.550.6553
Fax: 215.550.6557

Website:
www.swartzculleton.com

Email:
cculleton@swartzculleton.com
bswartz@swartzculleton.com
tfelzer@swartzculleton.com
bferris@swartzculleton.com
jguzzardo@swartzculleton.com
njajko@swartzculleton.com
mgallagher@swartzculleton.com
lstaszkiw@swartzculleton.com
snayeem@swartzculleton.com
mmcginty-ferris@swartzculleton.com

30 S. 17th Street, 17th Floor
Philadelphia, PA 19103

The Sovereign Building, Suite 19
609 W. Hamilton Street
Allentown, PA 18101



October 18, 2017

Allstate Insurance
Carol Soriano – Claims Adjuster
1130 Route 22 East, Suite 250
Bridgewater, NJ 08807

Re: Our Client: George Gamble
Date of Loss: 1/13/17
Insured: George Gamble
Claim No: 0443250360

Dear Ms. Soriano:

Enclosed, on CD-ROM, please find plaintiff's specials package in this matter. As you will note, the plaintiff sustained significant accident-related injuries. The third-party defendant has settled for its policy limits of \$15,000.00 and you have granted consent to settle. This is to advise you that our client has authorized us to settle this claim in the amount of the underinsured policy limits.

This offer to settle in the amount of the policy limits will remain open for a period of thirty (30) days, or until November 18, 2017. Should you feel that this time is not reasonable for you to evaluate this case completely and fully to protect your insured by offering your policy limits, please contact us.

Should this offer not be accepted by November 18, 2017 it is our intention to proceed to trial and obtain a verdict, plus delay damages, in excess of our policy limits demand. Any verdict that the jury renders will be entered against your insured. We assume that you will communicate all the information contained within this letter to your insured, so that your insured is fully aware of this offer to settle within policy limits and the implications of any decision you make.

I look forward to hearing from you at your earliest convenience.

Very truly yours,

SWARTZ CULLETON PC

Brandon Swartz

BS/taw
Enclosures